



217 Big Springs Ave. Ste #1
Tullahoma, TN 37388
Phone: 931.571.8880 Fax: 931.571.886
www.J2ss.com

12/29/11

Fran Marcum
NEST-TN, LLC
414 Wilson Avenue, Suite 102
P.O. Box 578
Tullahoma, TN 37388

Dear Mrs. Marcum:

Pursuant to the Convertible Promissory Note entered into as of 11/18/11, by and among J2 Software Solutions, LLC a South Carolina Limited Liability Company, and certain investors, NEST-TN, LLC has purchased a Convertible Promissory Note in the original principal amount of \$300,000 payable by J2 Software Solutions, LLC.

Thank you,

A handwritten signature in black ink that reads 'Jerry Wright'.

Jerry Wright, CEO



217 Big Springs Ave. Ste #1
Tullahoma, TN 37388
Phone: 931.571.8880 Fax: 931.571.886
www.J2ss.com

12/29/11

Fran Marcum
NEST-TN, LLC
414 Wilson Avenue, Suite 102
P.O. Box 578
Tullahoma, TN 37388

Dear Mrs. Marcum:

Pursuant to the Convertible Promissory Note entered into as of 12/29/11, by and among J2 Software Solutions, LLC a South Carolina Limited Liability Company, and certain investors, NEST-TN, LLC has purchased a Convertible Promissory Note in the original principal amount of \$50,000 payable by J2 Software Solutions, LLC.

Thank you,

A handwritten signature in black ink, appearing to read 'J Wright', is written in a cursive style.

Jerry Wright, CEO



11/07/11
Fran Marcum
NEST-TN, LLC
414 Wilson Avenue, Suite 102
P.O. Box 578
Tullahoma, TN 37388

Dear Mrs. Marcum:

Pursuant to the Convertible Promissory Note entered into as of 11/04/11, by and among J2 Software Solutions, LLC, a Limited Liability Corporation, and certain investors, NEST-TN, LLC has purchased a Convertible Promissory Note in the original principal amount of \$100,000 payable by J2 Software Solutions, LLC.

Thank you,



Jerry Wright
CEO

217 Big Springs Avenue
Tullahoma, TN 37388
Contact-Us@j2ss.com



217 Big Springs Ave. Ste #1
Tullahoma, TN 37388
Phone: 931.571.8880 Fax: 931.571.886
www.J2ss.com

October 4, 2011

Fran Marcum
NEST-TN, LLC
414 Wilson Avenue, Suite 102
P.O. Box 578
Tullahoma, TN 37388

Dear Mrs. Marcum:

Pursuant to the Convertible Promissory Note entered into as of 9/16/11, by and among J2 Software Solutions, LLC, a Limited Liability Corporation, and certain investors, NEST-TN, LLC has purchased a Convertible Promissory Note in the original principal amount of \$250,000 payable by J2 Software Solutions, LLC.

Thank you,

A handwritten signature in blue ink, appearing to read 'Jerry Wright', is written over the typed name and title.

Jerry Wright
CEO



8/09/11

Fran Marcum
NEST-TN, LLC
414 Wilson Avenue, Suite 102
P.O. Box 578
Tullahoma, TN 37388

Dear Mrs. Marcum:

Pursuant to the Convertible Promissory Note entered into as of 7/18/11, by and among J2 Software Solutions, LLC, a Limited Liability Corporation, and certain investors, NEST-TN, LLC has purchased a Convertible Promissory Note in the original principal amount of \$50,000 payable by J2 Software Solutions, LLC.

Thank you,

A handwritten signature in black ink, appearing to read 'Jerry Wright'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jerry Wright
CEO

NEITHER THIS CONVERTIBLE NOTE NOR THE SHARES OF STOCK INTO WHICH IT IS CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE LAWS OF ANY STATE, AND NEITHER MAY BE TRANSFERRED UNLESS A REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE LAW IS IN EFFECT THEREFOR OR THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO THE COMPANY TO THE EFFECT THAT SUCH REGISTRATION IS NOT REQUIRED.

J2 SOFTWARE SOLUTIONS, LLC

CONVERTIBLE NOTE

July 18, 2011
Tullahoma, Tennessee

\$50,000.00

J2 Software Solutions, LLC, a South Carolina limited liability company (together with any Person which shall succeed to or assume the obligations of the Company arising under this Convertible Note, the "Company"), for value received, hereby promises to pay to the order of NEST-TN, LLC, a Tennessee limited liability company (the "Holder"), the principal amount of Fifty Thousand Dollars (\$50,000.00), together with interest thereon calculated from the date hereof; in accordance with the provisions of this Convertible Note (this "Note"). Payments of principal and interest on this Note shall be made to the Holder in lawful money of the United States of America at the address of the Holder specified under Section 8 hereof or at such other address as the Holder shall have designated by written notice to the Company.

1. Interest. Interest shall accrue hereunder from the date hereof until the date of conversion or payment in full of the unpaid principal balance of this Note, at the rate of 7.25% per annum, computed on the basis of a 360-day year and the actual number of days elapsed (the "Interest Rate"), on the unpaid portion of the principal amount of this Note outstanding from time to time. All accrued interest shall be paid in full on the date on which the final principal payment on this Note is made.

2. Maturity Date and Payment of Principal. The Company shall pay the entire outstanding principal amount of this Note to the Holder of this Note, together with all accrued and unpaid interest on this Note, on the earliest to occur (the "Maturity Date") of (i) October 28, 2011, or (ii) the date of any of the following: (a) the acquisition of at least 50% of the outstanding voting securities of the Company by a third party or parties, (b) the acquisition by a third party or parties of all or substantially all of the assets of the Company, (c) a merger or reorganization in which the Company is not the survivor, except for a reorganization solely to change the legal domicile of the Company or (d) a conversion pursuant to Section 4. The Holder hereof shall surrender this Note to the Company, which shall automatically be deemed cancelled, upon payment of principal hereunder and interest accrued and unpaid hereon.

3. Prepayment and Redemption. Subject to the conversion rights set forth in Section 4 hereof; the Company, at its option, may redeem and prepay this Note, in whole or in part from

time to time, at any time prior to the Maturity Date, without penalty or premium, by (i) giving notice to the Holder hereof of any such redemption and prepayment of this Note ("Prepayment Notice") not less than ten (10) days before the date fixed by the Company for such prepayment ("Prepayment Date"), which notice shall specify the Prepayment Date, and (ii) prepayment of the principal amount of this Note, together with accrued and unpaid interest thereon to the date of such prepayment. If this Note is redeemed and prepaid in part, upon surrender of this Note by the Holder thereof, the Company will issue to such Holder a new Note with like terms equal in principal amount to the unredeemed and unpaid portion of the principal of this Note so surrendered.

4. Conversion.

(a) Conversion. It is anticipated that the Company will offer and sell to one or more investors equity securities (the "New Securities"), into which this Note will convert. In the event the Company issues at least \$1,000,000 of the New Securities in a future offering (an "Offering"), this Note will automatically convert into that number of shares (or other increments) of the New Securities (the "Conversion Shares") as equals (x) the principal amount outstanding together with accrued but unpaid interest divided by 85% of the price at which one share of the New Securities is offered by the Company in the Offering. Upon receipt of written notice from the Company informing the Holder of the automatic conversion of the Note, the Holder shall, upon receipt of certificates evidencing the Conversion Shares have been issued in the name of the Holder, surrender this Note to the Company, duly endorsed, at the principal offices of the Company or any transfer agent of the Company. Upon such automatic conversion and without any further action by the parties hereto, the Holder hereof will not be entitled to any additional principal or interest payments hereunder. The issuance of the Conversion Shares shall be made without charge to the Holder for any issuance tax or other cost incurred by the Company in connection with any conversion of this Note and the related issuance of the Conversion Shares. No fractional New Securities shall be issued upon conversion of this Note. If any fractional interest would, except for the provisions of this subparagraph, be delivered upon any conversion of this Note, the Company, in lieu of delivering the fractional unit therefor, shall pay an amount in cash to the Holder thereof equal to such fraction multiplied by the fair market value of a single share of New Securities.

(b) Conversion Upon Prepayment. Notwithstanding Section 4(a) above, if the Company gives Prepayment Notice of prepayment of this Note, then the Holder shall retain the option to purchase that number of shares (or other increments) of the New Securities, in the event that the Company issues and sells New Securities at any time prior to the Maturity Date, as would have been issued in accordance with Section 4(a) above had the full amount of principal and interest hereon been converted in lieu of being prepaid.

(c) No Impairment. The Company will not, through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all such action

as may be necessary or appropriate in order to protect the conversion rights of the Holder of this Note against impairment.

(d) Notices of Record Date. In the event of any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the Company shall mail to the Holder hereof at least twenty (20) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(e) Compliance with Securities Laws. No New Securities will be issued hereunder upon conversion of this Note except in compliance with applicable federal and state securities and other laws. As a condition to such conversion, the Holder hereof shall make such representations and warranties, and enter into such Securityholders' Agreement or other agreement, as the Company may reasonably request or require.

5. Events of Default. If any of the following conditions or events (each an "Event of Default" and collectively, the "Events of Default") shall occur and be continuing:

(a) If the Company shall fail to pay any principal or interest on this Note when the same becomes due and payable and such payment shall not have been made within five (5) days thereafter; or

(b) If the Company shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any current or future statute, law or regulation relating to bankruptcy or insolvency, or shall file any answer admitting or not contesting the material allegations of a petition filed against the Company in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any custodian, trustee, receiver or liquidator of the Company or of all or any substantial part of the properties of the Company, or if the Company or its board shall take any action looking to the dissolution or liquidation of the Company; or

(c) If, within sixty (60) days after the commencement of an action against the Company seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such action shall not have been dismissed or all orders or proceedings thereunder affecting the operations or the business of the Company stayed, or if the stay of any such order or proceeding shall thereafter be set aside, or if, within sixty (60) days after the appointment without the consent or acquiescence of the Company or any custodian, trustee, receiver or liquidator of the Company or of all of any substantial part of the properties of the Company, such appointments, shall not have been vacated;

then, and in any such event, the Holder hereof may at any time (unless all such Events of Default shall theretofore have been remedied) at its option, with or without notice to the Company specifying such Event of Default, declare the outstanding principal and all accrued and unpaid interest under this Note to be due and payable and demand immediate payment thereof, without presentment, demand, protest or notice, which is hereby waived; and whereupon all accrued and unpaid interest, if any, shall be added to the outstanding principal balance hereof, and the entire outstanding principal balance, as so adjusted, shall bear interest thereafter until paid at an annual rate equal to the lesser of (i) the rate that is three percentage points (3%) in excess of the above-specified Interest Rate or (ii) the maximum rate of interest permitted to be charged by applicable law or regulations.

6. Covenants.

(a) The Company and its members shall take all actions reasonably requested by the Holder to ensure that the Company meets all of the requirements to be a "Qualified business" as such term is defined in the Tennessee Small Business Investment Company Credit Act (the "TSBIC Act"), Tennessee Code Annotated sections 4-28-101, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law) and that the Holder's investment in the Company complies with the TSBIC Act. The Company and its members hereby acknowledge that the foregoing requires the Company to locate its headquarters, its principal business operations, and at least sixty percent (60%) of its employees in Tennessee. If the Company has not already done so, it shall commence locating its headquarters, its principal business operations, and at least sixty percent (60%) of its employees in Tennessee (and it shall complete the foregoing within twelve (12) months of the date of this Note).

(b) The Company and its members shall, upon request by the Holder, and prior to the closing of the Offering, take all actions necessary to convert from a limited liability company into a C corporation.

7. Business Days. If any payment is due, or any time period for giving notice or taking action expires, other than on a Business Day, then the payment shall be due and payable on, and the time period shall automatically be extended to, the next Business Day immediately following such day, and interest shall continue to accrue at the required rate hereunder until any such payment is made.

8. Maximum Rate of Interest. Notwithstanding any other provision of this Note or in any documents relating hereto, the Holder of this Note shall not be entitled to receive, collect, reserve or apply as interest, any amount in excess of the maximum rate of interest permitted to be charged by applicable law or regulations, as amended or enacted from time to time. In the event the Holder hereof ever receives, collects, reserves or applies as interest any such excess, such amount which would be excessive interest shall be deemed a partial prepayment of principal and treated hereunder as such or, if the principal indebtedness evidenced hereby is paid in full, any remaining excess funds shall immediately be paid to the Company. In determining whether or not the interest paid or payable, under any specific contingency, exceeds the maximum lawful rate of interest, the Company and the holder of this Note, to the maximum extent permitted under applicable law, shall exclude voluntary prepayments and the effects thereof; provided, that if the

indebtedness is paid and performed in full prior to maturity hereof; and if the interest received for the actual period of existence hereof exceeds the maximum lawful rate of interest, the Holder hereof shall refund to the Company the amount of such excess or credit the amount of such excess against the principal portion of the indebtedness, as of the date it was received and, in such event, the Holder hereof shall not be subject to any penalties payable to the Company provided by any laws for contracting for, charging, reserving or receiving interest in excess of the maximum lawful rate of interest.

9. Notices. All notices and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received: (i) upon personal delivery or delivery by overnight courier, or (ii) if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, registered or certified mail, return receipt requested, in each case addressed as follows:

To the Holder:

NEST-TN, LLC
414 Wilson Avenue, Suite 102
Tullahoma, Tennessee 37388-0578

With a copy to:

Harwell Howard Hyne Gabbert & Manner, P.C.
315 Deaderick Street, Suite 1800
Nashville, Tennessee 37238-1800
Attention: Kris Kemp

To the Company:
J2 Software Solutions, LLC
100 Gullede Street
Moncks Corner, South Carolina 29461
Attention: Jerold Wright, CEO

or such other address as a party may designate by notice to the other party hereto.

10. Counterparts; Headings; Modification. This Note may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument. The headings of the various Sections of this Note are for convenience of reference only and shall in no way modify any of the terms or provisions of this Note. This Note may not be modified or discharged orally, but only in writing duly executed by the Company and the Holder hereof.

11. Governing Law; Consent to Exclusive Jurisdiction; Expenses. The laws of the State of Tennessee shall govern the validity of this Note and the construction and interpretation of its terms, without regard to the principles of conflicts of law thereof. The Holder hereof and the Company hereby irrevocably consents to the exclusive personal jurisdiction of the courts of

the State of Tennessee sitting in Nashville, Tennessee (including the federal courts sitting in the Middle District of Tennessee), with respect to matters arising out of or related to the enforcement of the provisions of this Note, including this Section. If it becomes necessary to employ counsel to collect or enforce this Note, by suit or otherwise, the Company shall pay all costs and expenses of enforcement and collection incurred by the Holder, including, without limiting the generality of the foregoing, reasonable attorneys' and experts' fees, whether incurred out of court or in litigation, and including appellate and bankruptcy proceedings.

12. Certain Representations and Warranties Regarding Securities Matters. The Holder represents and warrants to the Company that such Holder has been advised that neither this Note nor the securities which may be issued upon the conversion hereof have been registered under the Securities Act or any state securities laws and, therefore, cannot be Transferred unless registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available and the Company has received an opinion of counsel reasonably acceptable to the Company to the effect that such registration is not required. Such Holder is aware that the Company is under no obligation to effect any such registration with respect to this Note or Conversion Shares or to file for or comply with any exemption from registration. Such Holder has not been formed solely for the purpose of making this investment and is purchasing this Note and any Conversion Shares to be acquired by such Holder hereunder for such Holder's own account for investment, and not as a nominee or agent, and not with a view to the distribution thereof. Such Holder has such knowledge and experience in financial and business matters that such Holder is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment and is able to bear the economic risk of such investment for an indefinite period of time. Such Holder is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act.

13. Transfer by the Holder; Assignment by the Company; Successors and Assigns.

(a) With respect to any offer, sale or other disposition of this Note, the Holder will give written notice to the Company prior thereto, describing briefly the manner thereof, together with a written opinion of the Holder's counsel, or other evidence if reasonably satisfactory to the Company, to the effect that such offer, sale or other disposition may be effected without registration or qualification (under any federal or state law then in effect). Upon receiving such written notice and reasonably satisfactory opinion, if so requested, or other evidence, the Company, as promptly as practicable, shall notify the Holder that the Holder may sell or otherwise dispose of this Note or such securities, all in accordance with the terms of the notice delivered to the Company. If a determination has been made pursuant to this Section 12 that the opinion of counsel for the Holder, or other evidence, is not reasonably satisfactory to the Company, the Company shall so notify the Holder promptly after such determination has been made. Each Note thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the Securities Act, unless in the opinion of counsel for the Company such legend is not required in order to ensure compliance with the Securities Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions. Subject to the foregoing, transfers of this Note shall be registered upon registration books maintained for such purpose by or on behalf of the Company. Prior to presentation of this Note for registration of transfer, the Company shall treat the

registered Holder hereof as the owner and holder of this Note for the purpose of receiving all payments of principal and interest hereon and for all other purposes whatsoever, whether or not this Note shall be overdue and the Company shall not be affected by notice to the contrary.

(b) Nothing in the terms of this Section 12 shall prevent the Holder from pledging this Note as collateral for a loan from a bank or other financial institution, provided that the terms and conditions of this Section 12 are otherwise complied with.

(c) Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by the Company without the prior written consent of the Holder.

(d) Subject to the restrictions on transfer described in this Section 12, the rights and obligations of the Company and the Holder shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

14. Waivers. All Persons now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives and assigns, waive demand, presentment for payment, notice of dishonor, protest, notice of protest, and diligence in collection and all other notices or demands whatsoever with respect to this Note or the enforcement hereof, and consent that the time of said payments or any part thereof may be extended by the Holder, all without in any way modifying, altering, releasing, affecting or limiting their respective liability.

15. Definitions. As used in this Note, the following capitalized terms have the following meanings:

(a) "Business Day" means each day of the year on which banking institutions are not required or authorized to close in the city of Nashville, Tennessee.

(b) "Person" shall mean and include an individual, a partnership, a corporation (including a business trust), a joint stock company, a limited liability company, an unincorporated association, a joint venture or any other entity or governmental authority.

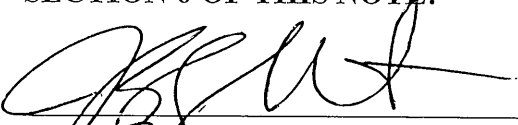
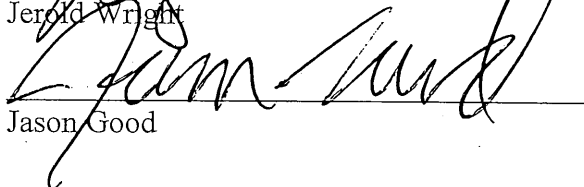
[Remainder of page intentionally left blank. The next page is the signature page.]

IN WITNESS WHEREOF, the Company has executed and delivered this Note on the date first written above.

J2 SOFTWARE SOLUTIONS, LLC

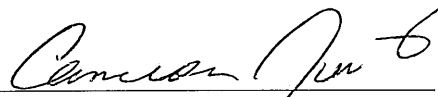
By: 
Print Name: Jerold Wright
Title: CEO

SOLELY FOR PURPOSES OF SECTION 6 OF THIS NOTE:


Jerold Wright

Jason Good

ACCEPTED AND AGREED:

NEST-TN, LLC

By: 
Print Name: Cameron Newton
Title: President